

FILED IN THE
U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

Jul 31, 2025

SEAN F. MCAVOY, CLERK

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

TATIANA NOVOSELSKIY, an
individual,

Plaintiff,

v.

NEW U WOMEN'S CLINIC AND
AESTHETICS PLLC, a Washington
Corporation, RACHEL FIDINO, an
individual and the marital community
comprised thereof, and ANDREW
FIDINO, an individual and the marital
community comprised thereof,

Defendants,

And

NEW U WOMEN'S CLINIC AND
AESTHETICS PLLC, a Washington
Corporation, and ANDREW FIDINO,
an individual and the marital community
comprised thereof,

Counter Claimants,

v.

No. 4:24-cv-05155-RLP

ORDER GRANTING STIPULATED
PROTECTIVE ORDER IN PART AND
DENYING IN PART

ORDER GRANTING STIPULATED PROTECTIVE ORDER
IN PART AND DENYING IN PART ~ 1

1 TATIANA NOVOSELSKIY, an
2 individual, and Does 1-10,
3
4 Counter Defendants.

5 Before the Court is the parties' Stipulated Protective Order, ECF No. 43. The
6 parties seek a protective order to protect confidential material including:

- 7 a) Protocols for the harvest, processing, and injection of stem cells and other
8 medical products such as harvest techniques and devices, processing
9 techniques, and reimplantation techniques;
10 b) Documents, including but not limited to photographs and videos, disclosing
11 the type of equipment and the specific procedures used in the sentence above;
12 c) New U's financial documents reflecting revenue trends from specific service
13 and product offerings, pricing strategies, profits, losses, non-public economic
14 plans, and competitive economic strategies;
15 d) Photographs of any person other than fully clothed, or displayed in public by
16 the person depicted in the photograph, which may cause embarrassment,
17 annoyance, or reputational harm if published including photographs of parties
18 and witnesses revealing frontal nudity;
19 e) Photographs of any person under 18 years of age when the photograph was
20 taken;
f) Personnel files of persons not parties to this lawsuit;
g) Identities of any current or former patient of any medical provider;
h) Medical information of any party, including treatment records, diagnoses,
photographs and videos taken for the purpose of diagnosis or treatment, which
may cause embarrassment, annoyance, or reputational harm if published, or is
otherwise not relevant to any claim in this proceeding and not including any
medical information waived by that person's pleading of such issue;

19 The Court finds good cause under Fed. R. Civ. P. 26(c) to issue an order to
20 protect certain categories of information produced by a party in discovery in this

1 matter to prevent annoyance, embarrassment, oppression, or undue burden or
2 expense. The Court therefore grants the protective order as to categories (a) and (b)
3 and (d) through (h) above.

4 Regarding category (c), New U's financial documents, it is not apparent to the
5 Court that good cause exists for a protective order. If the parties want this category of
6 information to be included in the protective order, the Court will consider briefing
7 as to good cause for its inclusion under FRCP 26(c).

8 **ACCORDINGLY, IT IS ORDERED:**

9 1. The parties' Stipulated Protective Order, **ECF No. 43**, is **GRANTED**
10 **in part** as set forth below.

11 2. The parties' Stipulated Protective Order, **ECF No. 43**, is **DENIED in**
12 **part** as to New U's financial documents reflecting revenue trends from specific
13 service and product offerings, pricing strategies, profits, losses, non-public
14 economic plans, and competitive economic strategies.

15 **PROTECTIVE ORDER**

16 **1. PURPOSES AND LIMITATIONS.**

17 Discovery in this action is likely to involve production of confidential,
18 proprietary, or private information for which special protection may be warranted.
19 Accordingly, the parties hereby stipulate to and petition the court to enter the
20 following Stipulated Protective Order ("Order"). The parties acknowledge that this

Order is consistent with the Federal Rules of Civil Procedure. It does not confer blanket protection on all disclosures or responses to discovery, the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles, and it does not presumptively entitle parties to file confidential information under seal. It does not reduce or enhance the discoverability of information under the applicable rules.

2. “CONFIDENTIAL” MATERIAL.

“Confidential” material (also referred to as confidential information) shall include the following documents and tangible things produced or otherwise exchanged during this litigation:

- a) Protocols for the harvest, processing, and injection of stem cells and other medical products such as harvest techniques and devices, processing techniques, and reimplantation techniques;
- b) Documents, including but not limited to photographs and videos, disclosing the type of equipment and the specific procedures used in the sentence above;
- c) Photographs of any person other than fully clothed, or displayed in public by the person depicted in the photograph, which may cause embarrassment, annoyance, or reputational harm if published including photographs of parties and witnesses revealing frontal nudity;
- d) Photographs of any person under 18 years of age when the photograph was taken;
- e) Personnel files of persons not parties to this lawsuit;
- f) Identities of any current or former patient of any medical provider;

g) Medical information of any party, including treatment records, diagnoses, photographs and videos taken for the purpose of diagnosis or treatment, which may cause embarrassment, annoyance, or reputational harm if published, or is otherwise not relevant to any claim in this proceeding and not including any medical information waived by that person's pleading of such issue;

3. SCOPE.

The protections conferred by this Order cover not only confidential material (as defined above), but also (1) any information copied or extracted from confidential material; (2) all copies, excerpts, summaries, or compilations of confidential material; and (3) any testimony, conversations, or presentations by parties or their counsel that might reveal confidential material.

However, the protections conferred by this agreement do not cover information that is in the public domain or becomes part of the public domain through trial or otherwise.

4. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL.

4.1 Basic Principles.

A receiving party may use confidential material that is disclosed or produced by another party or by a non-party in connection with this case only for prosecuting, defending, or attempting to settle this litigation or for official government purposes. Confidential material may be disclosed only to the categories of persons and under the conditions described in this Order. Confidential material must be stored and maintained by a receiving party at a location and in a secure manner that ensures that

1 access is limited to the persons authorized under this Order.

2 **4.2 Disclosure of “CONFIDENTIAL” Information or Items.**

3 Unless otherwise ordered by the court or permitted in writing by the
4 designating party, a receiving party may disclose any confidential material only to:

5 (a) the receiving party’s counsel of record in this action, as well as employees of
6 counsel to whom it is reasonably necessary to disclose the information for this
7 litigation; (b) the officers, directors, and employees (including in house counsel) of
8 the receiving party to whom disclosure is reasonably necessary for this litigation,
9 unless the parties agree that a particular document or material produced is for
10 Attorney’s Eyes Only and is so designated; (c) experts and consultants to whom
11 disclosure is reasonably necessary for this litigation and who have signed the
12 “Acknowledgment and Agreement to Be Bound” (Exhibit A); (d) the Court, Court
13 personnel, and court reporters and their staff; (e) other government personnel whose
14 duties require review of the information; (f) copy or imaging services retained by
15 counsel of record to assist in the duplication of confidential material, provided that
16 counsel for the party retaining the copy or imaging service instructs the service not to
17 disclose any confidential material to third parties and to immediately return all
18 originals and copies of any confidential material; (g) during their depositions,
19 witnesses in the action to whom disclosure is reasonably necessary and who have
20 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless

1 otherwise agreed by the designating party or ordered by the court. Pages of
2 transcribed deposition testimony or exhibits to depositions that reveal confidential
3 material must be separately bound by the court reporter and may not be disclosed to
4 anyone except as permitted under this Order; (h) the author or recipient of a document
5 containing the information or a custodian or other person who otherwise possessed
6 or knew the information.

7 **4.3 Filing Confidential Material.**

8 Before filing confidential material or discussing or referencing such material
9 in court filings, the filing party shall confer with the designating party, to determine
10 whether the designating party will remove the confidential designation, whether the
11 document can be redacted, or whether a motion to seal or stipulation and proposed
12 order is warranted. During the meet and confer process, the designating party must
13 identify the basis for sealing the specific confidential information at issue, and the
14 filing party shall include this basis in its motion to seal, along with any objection to
15 sealing the information at issue.

16 **5. DESIGNATING PROTECTED MATERIAL.**

17 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

18 Each party or non-party that designates information or items for protection
19 under this Order must take care to limit any such designation to specific material that
20 qualifies under the appropriate standards. The designating party must designate for

1 protection only those parts of material, documents, items, or oral or written
2 communications that qualify, so that other portions of the material, documents, items,
3 or communications for which protection is not warranted are not swept unjustifiably
4 within the ambit of this Order.

5 Mass, indiscriminate, or routinized designations are prohibited. Designations
6 that are shown to be clearly unjustified or that have been made for an improper
7 purpose (e.g., to unnecessarily encumber or delay the case development process or to
8 impose unnecessary expenses and burdens on other parties) expose the designating
9 party to sanctions in the discretion of the Court.

10 If it comes to a designating party's attention that information or items that it
11 designated for protection do not qualify for protection, the designating party must
12 promptly notify all other parties that it is withdrawing the mistaken designation.

13 **5.2 Manner and Timing of Designations.**

14 Except as otherwise provided in this Order (see, e.g., second paragraph of
15 section 5.2(b) below), or as otherwise stipulated or ordered, disclosure or discovery
16 material that qualifies for protection under this Order must be clearly so designated
17 before or when the material is disclosed or produced if not listed in paragraph two (2)
18 above.

19 (a) **Information in documentary form:** (e.g., paper or electronic
20 documents and deposition exhibits, but excluding transcripts of depositions or

1 other pretrial or trial proceedings): The designating party must affix the word
2 “CONFIDENTIAL” to each page that contains confidential material. If only a
3 portion or portions of the material on a page qualifies for protection, the
4 producing party also must clearly identify the protected portion(s) (e.g., by
5 making appropriate markings in the margins).

6 (b) **Testimony given in deposition or in other pretrial proceedings:** The
7 parties and any participating non-parties must identify on the record, during
8 the deposition or other pretrial proceeding, all protected testimony, without
9 prejudice to their right to so designate other testimony after reviewing the
10 transcript. Any party or non-party may, within fifteen days after receiving the
11 transcript of the deposition or other pretrial proceeding, designate portions of
12 the transcript, or exhibits thereto, as confidential. If a party or non-party desires
13 to protect confidential information at trial, the issue should be addressed during
14 the pre-trial conference.

15 (c) **Other tangible items:** The producing party must affix in a prominent
16 place on the exterior of the container or containers in which the information or
17 item is stored the word “CONFIDENTIAL.” If only a portion or portions of
18 the information or item warrant protection, the producing party, to the extent
19 practicable, shall identify the protected portion(s).

20 5.3 **Inadvertent Failures to Designate.**

1 If timely corrected, an inadvertent failure to designate qualified information or
2 items does not, standing alone, waive the designating party's right to secure
3 protection under this Order for such material. Upon timely correction of a
4 designation, the receiving party must make reasonable efforts to ensure that the
5 material is treated in accordance with the provisions of this Order.

6 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS.**

7 **6.1 Timing of Challenges.**

8 Any party or non-party may challenge a designation of confidentiality at any
9 time. Unless a prompt challenge to a designating party's confidentiality designation
10 is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
11 burdens, or a significant disruption or delay of the litigation, a party does not waive
12 its right to challenge a confidentiality designation by electing not to mount a challenge
13 promptly after the original designation is disclosed.

14 **6.2 Meet and Confer.**

15 The parties must make every attempt to resolve any dispute regarding
16 confidential designations without court involvement. Any motion regarding
17 confidential designations or for a protective order must include a certification, in the
18 motion or in a declaration or affidavit, that the movant has engaged in a good faith
19 meet and confer conference with other affected parties in an effort to resolve the
20 dispute without court action. The certification must list the date, manner, and

1 participants to the conference. A good faith effort to confer requires a face-to-face
2 meeting, virtual meeting, or a telephone conference.

3 **6.3 Judicial Intervention.**

4 If the parties cannot resolve a challenge without court intervention, the
5 designating party may file and serve a motion to retain confidentiality or other
6 relevant relief under Federal Rules of Civil Procedure 26 and 37 and Local Civil Rule
7 7. The burden of persuasion in any such motion shall be on the designating party.
8 Frivolous confidential designations and frivolous challenges, and those made for an
9 improper purpose (e.g., to harass or impose unnecessary expenses and burdens on
10 other parties) may expose the challenging party to sanctions. All parties shall continue
11 to maintain the material in question as confidential until the court rules on the
12 challenge.

13 **7. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
14 **PRODUCED IN OTHER LITIGATION.**

15 If a party is served with a subpoena or a court order issued in other litigation
16 that compels disclosure of any information or items designated in this action as
17 “CONFIDENTIAL,” that party must: (a) promptly notify the designating party in
18 writing and include a copy of the subpoena or court order; (b) promptly notify in
19 writing the party who caused the subpoena or order to issue in the other litigation that
20 some or all of the material covered by the subpoena or order is subject to this
Stipulated Protective Order. Such notification shall include a copy of this Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the designating party whose confidential material may be affected.

8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL.

If a receiving party learns that, by inadvertence or otherwise, it has disclosed confidential material to any person or in any circumstance not authorized under this Order, the receiving party must immediately (a) notify in writing the designating party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the protected material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request that such person or persons execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

9. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL.

When a producing party gives notice to receiving parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the receiving parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order or agreement that provides for production without prior privilege review. The parties agree to the entry of a non-waiver order under Fed. R. Evid. 502(d) as set forth herein.

1 **10. NON-TERMINATION AND RETURN OF DOCUMENTS.**

2 Within 60 days after the termination of this action, including all appeals, each
3 receiving party must return all confidential material to the producing party, including
4 all copies, extracts and summaries thereof. Alternatively, the parties may agree upon
5 appropriate methods of destruction.

6 Notwithstanding this provision, counsel are entitled to retain one archival copy
7 of documents filed with the court, trial, deposition, and hearing transcripts,
8 correspondence, deposition and trial exhibits, expert reports, attorney work product,
9 and consultant and expert work product, even if such materials contain confidential
10 material. Counsel are not authorized to retain any copies of New U's documents
11 described in paragraph two above, whether on computer backups, paper copies, or
12 any other location. Counsel are not authorized to retain any copies of Plaintiff's
13 medical records.

14 The confidentiality obligations imposed by this Order shall remain in effect until
15 a designating party agrees otherwise in writing or a court orders otherwise.

16 IT IS SO ORDERED. The Clerk shall enter this Order and forward copies to
17 counsel.

18 **DATED** July 31, 2025.

19 

20 REBECCA L. PENNELL
United States District Judge